

Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In these terms:

“Account Customer” means persons whom cab4one Ltd has made or wishes to make an agreement for the supply of services. We act as an Agent in these arrangements supplying you a driver who will supply driver services directly to you;

“Non Account Customer” means persons who make or wishes to make an agreement for the supply of services via a driver usually paying by cash or card. We also act as an agent for drivers in this arrangement;

“Contract” means an agreement for the sale or supply of services by the allocated driver to the Account and Non Account Customer either electronically, through the Website or verbally through the telephone via our booking agency;

“Price List” means the price shown in the lists, catalogues or other publications published in paper or electronic form by cab4one Ltd or on any web page of cab4one Ltd;

“Terms” means these terms and conditions and any additional terms and conditions identified on the Cab4one Ltd website as applying from time to time.

“Card Details” means the relevant information on the debit/credit card required by law to process payments. This could include some or all of the following; the 16 digit car number, the six digit account number, the six digit sort code, three digit verification number on the back of the card and start and expiry dates. We don't store any credit card information.

“Website” means www.greenaircars.com or any other combination of url addresses assigned to cab4one Limited

“Journey” means the pick-up point to final destination of the Account Customer & Non Account Customer when they complete disembarkation from the vehicle.

The cab4one and GreenAir Cars name and logo are registered to cab4one Limited and may not be used copied or imitated without specific permission by the Directors of cab4one Limited. Cab4one+ is a service identified as part of the cab4one Limited branding.

2. General

2.1a For Account and Non Account Customers the contract is made between themselves and the driver using cab4one Ltd and our agency to facilitate and allocate a driver. When a booking is taken through our site or telephone we facilitate the relationship and provide driver details and confirm collection time. Our contract drivers operate at their own risk and enter a Contract with the Customer to fulfil the journey.

2.2 Every Contract shall, unless otherwise expressly agreed in writing between the Account Customer and Cab4one Ltd, incorporate these Terms. All Non Account Customers will have a Contract with themselves and the allocated driver.

2.3 A Contract is made when either Customer type accepts a quote. Acceptance may be given in writing or by conduct. No terms endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order or other document nor any other variation of these Terms shall form part of a Contract unless expressly agreed in writing by cab4one Ltd or the allocated driver for Non Account Customers.

2.4 All quotations and tenders by cab4one Ltd (which are valid only for the period stated or, if no period is stated, for 30 days after their date of issue) provided on behalf of drivers are indicative only and do not constitute an offer capable of acceptance so as to give rise to a binding contract. cab4one Ltd, on behalf of drivers, may vary the specifications and details of the services through publications, web sites and brochures from time to time.

3. Bookings

3.1 No bookings will be accepted by cab4one Ltd or our agency unless the Customer's Card Details are authorised. This does not apply to cash bookings. cab4one Ltd is entitled to assume that any person who correctly quotes the Customer's name and Card Details has authority to make the booking on behalf of the Customer. The Customer is solely responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it.

3.2 All accepted bookings are confirmed at the time of the booking. Both Account & Non Account Customers are liable for all charges incurred from the time when the vehicle is dispatched until the Customer is dropped at its destination or sooner cancellation. In the event of cancellation by the Customer or passenger(s), the Customer is also liable for the cancellation charges detailed in the Price List. A 50% cancellation charge applied for cancelled journeys between 12-24 hours prior to departure. A 100% charge will be applied to bookings cancelled within 12 hours or less or the allocated driver has been dispatched to the collection point.

3.3 At the time of booking, Account Customers will agree with us or the allocated driver its preferred method of settling the payment, provided that it is one of the following methods: by cash or by credit/debit card or pre-arranged account.

3.4 cab4one Ltd may in its absolute discretion, without liability and without giving reasons refuse to accept any booking.

3.5 cab4one Ltd may ask for a deposit for all card payments prior to the vehicle being dispatched.

4. Charges

4.1 Charges will be made on the basis of the Price List applicable at the time of making the Contract. The rate of each charge shall be fixed and revised by cab4one Ltd from time to time entirely at its discretion. Upon any change in charges the Customer the new charges will be detailed on the Website. The Price List is available via the quotation engine on the Website.

4.2 Items and bases of charging include:

- (a) a minimum fixed charge of £20 for every hiring and a further charge for every mile of travel;
- (b) a charge for waiting time over 30 mins, parking (at cost) or other time. For wait times over 30 minutes a charge of 50p per minute will be levied for airport collections and 10 mins for other bookings.

4.3 These and other charges are as set out in the Price List.

4.4 The Customer shall also reimburse the allocated driver for any damage caused to any Property by a Customer including any costs of cleaning or repair of any vehicle arising as a result of any action by the Customer.

5. Payment

5.1 Invoices are issued weekly to the address and relevant person indicated on the Application Form. Each invoice only covers bookings up to the date stated on it and your allocated driver;

5.2 Settlement in full is due 14 days from the invoice/statement date;

5.3 If any amount is not paid by the Account Customer when due, cab4one Ltd reserves the right to charge interest on any unpaid invoices 5% above UK base rate accruing on a daily basis and compounded on a monthly basis from the due date until full settlement.

5.3 Time for payment is of the essence. A failure by Account Customers to make payment when due of any amount owing to drivers under a Contract will entitle cab4one Ltd:

- (a) to treat the Contract as repudiated; and
- (b) to be indemnified by the Customer for any resulting loss.

5.4 Queries must be notified in writing to cab4one Ltd within 14 days of the payment date after which date the Customer shall not be entitled to dispute the amount shown save for manifest or gross error.

5.5 When the quote is provided the both Account & Non Account Customers shall agree the method of payment either by debit/credit card, on account via BACS transfer or cash.

5.6 The Account Customer shall pay to cab4one Ltd any reasonable expenses (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue payment and the minimum charge in this respect shall be £10.

6. Rights and powers of cab4one Ltd

6.1 cab4one Ltd reserves the right to alter or vary these Terms in any respect at its absolute discretion upon giving reasonable notice to the Account Customer.

6.2 Without prejudice to clause 8, cab4one Ltd reserves the right at any time, on notice to either Customer types, to suspend the provision of the services to Account & Non Account Customers temporarily, wholly or in part.

7. Extent of cab4one Ltd's liability

7.1 Any quoted pick up or journey times are best estimates only and whilst cab4one Ltd and any allocated driver uses all reasonable efforts to arrive at the pickup point on time and to transport passengers to their destinations in the shortest possible time, cab4one Ltd shall have no liability if a pick up or journey time exceeds any estimate given nor shall cab4one Ltd have any other liability to Account or Non Account Customers or passenger(s) in connection with the time at which the passenger(s) reaches or fails to reach the destination.

7.2 cab4one Ltd shall have no liability for any damage, loss, costs claims or expenses (whether foreseeable or not) incurred or suffered by Account or Non Account Customers or the passenger(s) (other than in the event of death or personal injury) by virtue of eventualities or occurrences, acts or omissions including on the part of the driver outside of the reasonable control of cab4one Ltd.

7.3 If cab4one Ltd or the allocated driver cancels a booking it shall have no liability to either Account & Non Account Customer or intended passenger(s) if it has used reasonable endeavours to fulfil the booking and to notify both Customer types of the cancellation. In such an event, cab4one Ltd may, with the Customer's consent, arrange for an alternative car service provider to fulfil the booking on its behalf.

7.4 It shall be for the Customer and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurances. cab4one Ltd cannot entertain any claim for loss of or damage to any such items.

7.5 Any claim or complaint shall be notified by the Account Customer to cab4one Ltd within 14 days of the date of the relevant booking.

8. Termination

8.1 This Contract may be suspended or terminated as follows:

(a) by either party giving the other 7 days' written notice.

(b) immediately by cab4one Ltd (without prejudice to any other rights or remedies) if the Account Customer:

(i) fails to pay when due any sums payable;

(ii) commits any act of bankruptcy or a meeting of creditors is held or an arrangement or composition for the benefit of the creditors is proposed in relation to the Customer or an administrator is appointed or a petition is presented or resolution passed for the winding up, bankruptcy or dissolution of the Customer; or

(iii) fails to perform when due to be performed any obligation (including a payment obligation) under the Contract (or under any other contract with cab4one Ltd).

8.2 Upon termination of the account for whatever reason, all sums payable to cab4one Ltd shall become immediately due and payable in full.

9. Miscellaneous

9.1 The governing law of all Contracts shall be that of England and Wales.

9.2 The courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue which may arise out of or in connection with any Contract. Both Account & Non Account Customers irrevocably submits to that jurisdiction and waives any objection to it, on the ground of inconvenient forum or otherwise.

9.3 No delay, neglect or forbearance on the part of cab4one Ltd in enforcing any term or condition of any Contract shall constitute a waiver of or otherwise affect any right of cab4one Ltd under the Contract.

9.4 The Customer shall not be entitled to assign any of its rights under any Contract. cab4one Ltd shall be entitled to sub-contract any of its obligations and to assign any of its rights under any Contract but shall remain liable for its performance for Account Customers. For Account and Non Account Customers the liability for performance lies with the allocated drivers and not with cab4one Ltd.

9.5 No term of any Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.

These Terms and Conditions are correct as of writing but may be subject to alteration at the sole discretion of the Directors of cab4one Limited. The following terms provide information on the service provided for both Account & Non Account Customers. Please read carefully and contact us if you have any questions.